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Case No.: 1:22-cv-00858

-against -

Defendants,

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MOTION FOR SUMMARY JUDGMENT

STATE OF Virginia)
) ss.:
COUNTY OF Loudoun)

Borrower: James McEachern (“Borrower”).

Property Address: 22506 Mentone Ave, Laurelton, NY 11413 (the "Property")

4. I am an Authorized Signatory of Green Mountain and have access to and regularly access Green Mountain's business records involving mortgage loans owned and/or serviced by it, including the subject loan.

5. In the regular performance of my job functions, I am familiar with business records maintained by Green Mountain. These records (which include, but are not limited to, data compilations, electronically imaged documents, and others) are made at or near the time of events or activities reflected in such records by, or from information provided by, persons with knowledge of the activities and the transactions reflected in such records and are kept in the ordinary course of business activity conducted regularly by Green Mountain (the "Business Records"). I am also familiar with Green Mountain's office practices and procedures. It is the regular practice of Green Mountain's business to create and maintain these records.

6. Furthermore, it is in Green Mountain's ordinary course of business to communicate with its predecessors-in-interest to obtain information, data and records regarding the subject loan and to rely on that information, data and records and to incorporate those records into the Business Records for Green Mountain.

7. In connection with making this Affidavit, I personally examined Green Mountain's Business Records associated with the subject loan. As a result of this review, I know the facts set forth in this Affidavit based on my own personal knowledge and if called and sworn as a witness could competently testify thereto.

8. On May 5, 2006, Borrower executed a note (the "Note") in the principal amount of \$306,400.00 plus interest in favor of Countrywide Bank ("Countrywide"). To secure the indebtedness, Borrower executed a mortgage bearing the date May 6, 2006, to Countrywide,

recorded in the Office of the City Register, County of Queens on July 18, 2006, as CRFN: 2006000503824 (the “Mortgage”). Said lien encumbers the Property. A copy of the recorded mortgage is annexed to Hadar Dec. as **Exhibit ‘C’ to Exhibit ‘A’**. The Note along with its allonges are collectively annexed to Hadar Dec. as **Exhibit ‘B’ to Exhibit ‘A’**

9. The Note and Mortgage were eventually assigned to Plaintiff by an assignment of mortgage dated April 28, 2021, and recorded in CRFN: 2021000203690 in the Office Queens County Clerk’s Office on May 25, 2021.

10. On February 1, 2007, McEachern sold the Property to Ruth Walfor and Karena Baez by way of Deed. Ruth Walfor and Karena Baez were granted the property subject to the Mortgage. On October 5, 2018, Ruth Walfor passed away. Dalia Baez was appointed as administratrix of the Estate. On October 16, 2018, McEachern’s obligations under the Note and Mortgage were modified by way of a Loan Modification agreement.

11. McEachern breached his obligations under the Note (and thereby caused a default under the Mortgage pursuant to Paragraph 22, see Hadar Dec., **Exhibit ‘C’ to Exhibit ‘A’**) thereof by failing to pay the regular monthly payment which came due on March 1, 2019 (the “Event of Default”) and all subsequent payments. By letters dated June 29, 2021 (the “90-Day Pre-Foreclosure Notice” and “Default Notice”), sent by certified mail, return receipt requested, Plaintiff notified Defendant of his defaults as set forth above. The notices further notified Defendant that by reason of those defaults, if the arrears are not cured, Green Mountain may declare that the outstanding principal balance due under the Note, together with all accrued interest thereon making them immediately due and payable.

12. Green Mountain is the owner and holder of the Mortgage and Note described in the Complaint annexed to Plaintiff’s Motion for Summary Judgment.

13. The original unpaid principal balance of the Mortgage was \$350,000.00. The fixed interest rate as set forth in the Note at inception was 8.25%. *See*, a copy of the payment history for the Note annexed to the Hadar Dec. as **Exhibit 'D'**.

14. As of July 20, 2023, the outstanding principal balance is \$374,742.57.

15. As of July 20, 2023, the past due interest owed on the Loan is \$48,183.01; the late fees are \$184.87; unpaid loan charges are \$19,257.68; and the estimated payoff charges from the servicer are \$95.00. As a result, the total amount due on the Subject Loan as of July 20, 2023, is \$442,463.13.

16. The mortgaged premises consist of one (1) parcel of land and one (1) tax lot located in the County of Queens, State of New York.

17. I respectfully request that the Court allow the premises be sold as one (1) parcel.

I am making this Affidavit knowing full well that the United States District Court, Eastern District of New York is relying upon the truth of the statements contained herein.

John W Ramer

John W Ramer
Green Mountain Holdings (Cayman)
Ltd.

STATE OF Virginia)
) ss.
COUNTY OF Loudoun)

On 21st July, 2023, before me, Gloria Asare, a Notary Public in and for said County and State, personally appeared John W Ramer, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[NOTARY SEAL]

My Commission Expires: 12/31/2024
Electronic Notary Public
Registration No: 7901547

Gloria Asare



Notarized online using audio-video communication

STATEMENT OF AMOUNT DUE AND OWING

Case Name: Green Mountain Holding (Cayman) Ltd., v. James McEachern, et al.

Civil No.: 1:22-cv-00858

NOTE: PRINCIPAL AND INTEREST

Unpaid Principal Balance of Note and Mortgage:

\$374,742.57

Interest at ___2.875% per annum from 03/01/2023 through 07/20/2023:

\$48,183.01

Late Fees:

\$184,87

TOTAL PRINCIPAL AND INTEREST AND ADVANCES

Outstanding Principal Balance	\$374,742.57
Interest (__03/01/2023 through__07/20/2023)	\$48,183.01
Late Fees	\$184,87
Total Amount Due for Judgment of Foreclosure and Sale	\$423,110.45